

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548703A4  
**Bid/RFP Title:** RENOVATIONS TO FLOORS 4, 5, & 6 AND HEATING SYSTEM UPGRADES AT REGAN BUILDING - ADDENDUM 4 (1 PG)  
**Opening Date & Time:** 6/10/2014 2:00 PM  
**RIVIP Vendor ID #:** 41094  
**Vendor Name:** E.W. Burman, Inc  
**Address:** 33 Vermont Ave  
Warwick , RI 02888  
USA  
**Telephone:** (401) 738-5400  
**Fax:** (401) 737-2650  
**E-Mail:** ewburmaniii@ewburman.com  
**Contact Person:** Edward W. Burman III  
**Title:** Project Manager  
**R.I. Foreign Corp #:**

**NOTICE TO VENDORS**

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 – REQUIREMENTS**

**ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.**

## Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested. Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

## SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

## SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.



4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

## **SECTION 5 – CERTIFICATIONS AND DISCLOSURES**

### **ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

- N   1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N   2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N   3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y   4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y   5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y   6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y   7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y   8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y   9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y   10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y   11. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y   12. I/we certify that the above vendor information is correct and complete.

[illegible]

**with the requirements set for  
least one hour additional time**

**Vendor's Signature** (Person authorized to sign on behalf of the vendor)

Date JUNE 10, 2014

Name and Title of company official signing offer



Solicitation #: 7548703

Solicitation Title: Regan Building Renovations to Floors 4, 5 & 6 and Heating System

**BID FORM (REVISED 5/27/14)**

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder:

E. W. BURMAN, INC.  
Legal name of entity  
33 Vermont Avenue Warwick, RI 02888  
Address (street/city/state/zip)  
Edward W. Burman, Jr. ewburmanjr@ewburman.com  
Contact name Contact email  
401-738-5400 401-737-2650  
Contact telephone Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 2,220,246

(base bid price in figures printed electronically, typed, or handwritten legibly in ink)

TWO MILLION TWO HUNDRED TWENTY THOUSAND TWO HUNDRED FORTY SIX  
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price **includes** the costs for the following Allowances (See section 012100):

No. 1: <u>Premium time labor</u>	<u>\$30,000.00</u>
No. 2: <u>Firestopping/fire safing (existing)</u>	<u>\$7,500.00</u>
No. 3: <u>Painting of corridors</u>	<u>\$10,000.00</u>

Solicitation #: 7548703

Solicitation Title: Regan Building Renovations to Floors 4, 5 & 6 and Heating System

No. 4: Plumbing fixture replacement \$15,000.00

No. 5: Heating system piping/equipment \$15,000.00

No. 6: Light fixtures \$15,000.00

Total Allowances: \$92,500.00

- **Bonds**

The Base Bid Price **includes** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price **includes** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: 5-27-2014

Addendum No. 2 dated: 5-30-2014

Addendum No. 3 dated: 6-2-2014

Addendum No. 4 dated: 6-5-2014

2. **ALTERNATES** (Additions/Subtractions to Base Bid Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Solicitation #: 7548703

Solicitation Title: Regan Building Renovations to Floors 4, 5 & 6 and Heating System

Check "Add" or "Subtract."

☒ Add ☐ Subtract Alternate No. 1: Add painting of offices on floors 1, 2 and 3

\$ 62,292-

(amount in figures printed electronically, typed, or handwritten legibly in ink)

SIXTY TWO THOUSAND TWO HUNDRED NINETY TWO DOLLARS

(amount in words printed electronically, typed, or handwritten legibly in ink)

☒ Add ☐ Subtract Alternate No. 2: Repaint patient room doors (includes removal and reinstallation of hardware)

\$ 75,350-

(amount in figures printed electronically, typed, or handwritten legibly in ink)

SEVENTY FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS

(amount in words printed electronically, typed, or handwritten legibly in ink)

☐ Add ☒ Subtract Alternate No. 3: Omit painting of corridors

\$ 10,000-

(alternate amount in figures printed electronically, typed, or handwritten legibly in ink)

TEN THOUSAND DOLLARS

(alternate amount in words printed electronically, typed, or handwritten legibly in ink)

### 3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Unit Price No. 1: (Additive/Deductive) Replace \$ 7,900.00  
entire heating piping riser on all floors

Solicitation #: 7548703

Solicitation Title: Regan Building Renovations to Floors 4, 5 & 6 and Heating System

Unit Price No. 2: \_\_\_\_\_ \$ N/A

Unit Price No. 3: \_\_\_\_\_ \$ N/A

#### 4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: Within (2) weeks of award
- Substantial completion (heating): November 15, 2014
- Substantial completion (renovations): 30 weeks after start of construction
- Final completion: January 15, 2015

#### 5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$ 0.

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**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work**



Solicitation #: 7548703

Solicitation Title: Regan Building Renovations to Floors 4, 5 & 6 and Heating System

upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: June 10, 2014

**BIDDER**

E. W. BURMAN, INC.

Name of Bidder

Signature in ink

Edward W. Burman, Jr.

Printed name and title of person signing on behalf of Bidder

# 10484

Bidder's Contractor Registration Number



**RI Department of Labor and Training**  
**Workforce Regulation and Safety Division**  
***Professional Regulation - Prevailing Wage***

**General Contractor Apprenticeship Certification Form**

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** 7548703  
Renovations to Floors 4,5&6 and heating system  
**Bid/RFP Title:** upgrades at Regan Building  
**RIVIP Vendor ID#:** 41094  
**Vendor Name:** E.W. Burman Inc  
**Address:** 33 Vermont Ave Warwick, RI 02888  
**Telephone:** 401-738-5400  
**Fax:** 401-737-2650  
**E-Mail:** ewburmanjr@ewburman.com  
**Contact Person and Title:** Edward W. Burman, Jr President

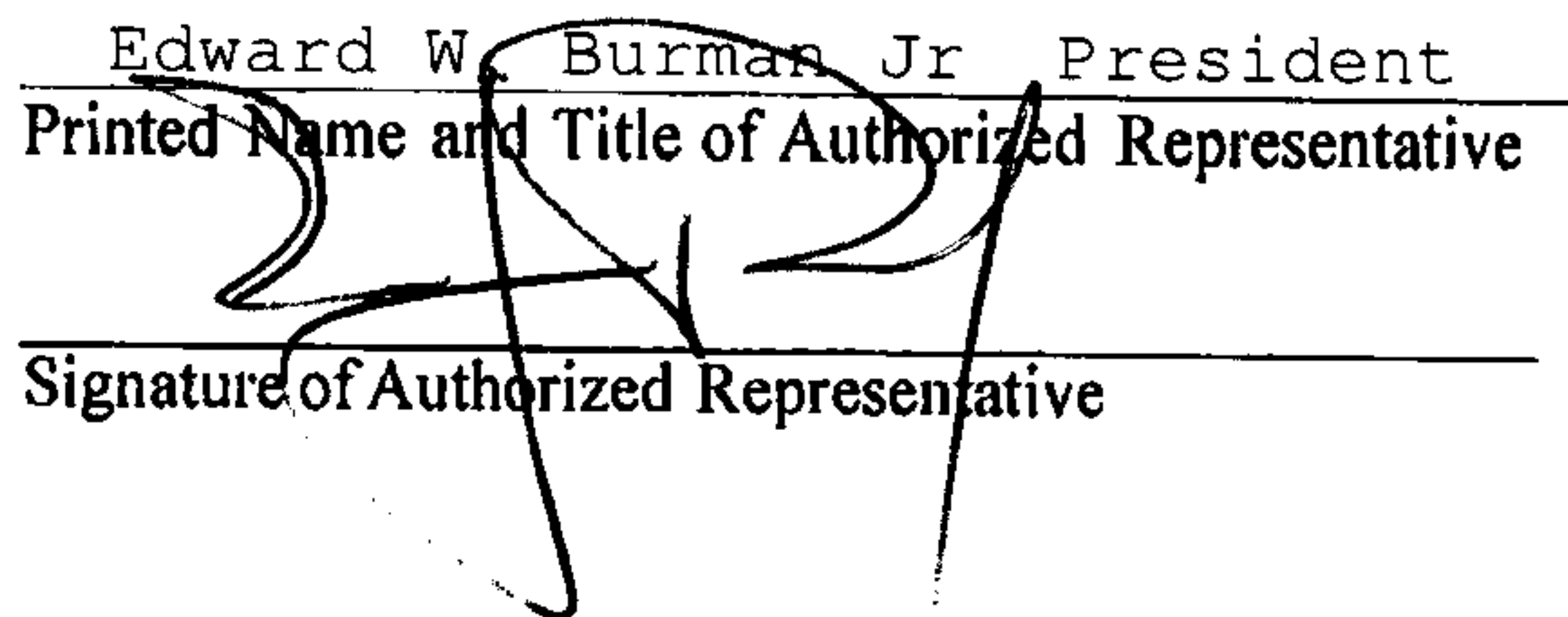
E.W. Burman Inc, 33 Vermont Ave Warwick RI (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A. ☐ Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. ☐ Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C.   X   Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D.        Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E.        Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F.        Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Edward W. Burman Jr. President  
Printed Name and Title of Authorized Representative

2-07-14  
Date

  
Signature of Authorized Representative





**RI Department of Labor and Training  
Workforce Regulation and Safety Division  
Professional Regulation - Prevailing Wage**

**General Contractor Apprenticeship Certification Form**

E. W. Burman, Inc., 33 Vermont Ave., Warwick, RI 02888

(Company Name & Address) (hereafter

"bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37-13-3.1 because bidder meets one of the following qualifications (check):

- A. ☐ Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. ☐ Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);
- C. ☒ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. ☐ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. ☐ Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. ☐ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

**Edward W. Burman, Jr., Pres.**

**1/29/14**

Printed Name and Title of Authorized Representative

Date

Edward W. Burman, Jr.

Signature of Authorized Representative

doing business in the computation of federal income tax of the Employers.

Section 3. There shall be a total of eight (8)

Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed are as follows:

four (4) Trustees shall be appointed by the Rhode Island Laborers' District Council; two (2) Trustees shall be appointed by the Association, and two (2) Trustees shall be appointed by the Construction Industries of Rhode Island. Representatives on the Board of Trustees shall at all times be equally divided among union and management (Association and Construction Industries of Rhode Island) representatives. Each of the appointing parties shall have the power to remove, replace and appoint successors to Trustees appointed by them.

Section 4. The failure to contribute by the Employer to the said training fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XV herein. The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State laws regarding the same, including the Internal Revenue Service.

The parties hereby incorporate by reference as part of this agreement the "Apprenticeship Standards for the Construction Craft Laborer" adopted by the parties and approved by the U.S. DOL Bureau of Apprenticeship and Training on May 19, 1997 and the Rhode Island State Apprenticeship Council. Employers employing one or more apprentices shall

ARTICLE XI A  
RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

Council Apprentice Program under the above-referenced standards for construction craft laborer.

a) An employer may employ apprentices on any job in the ratio of one (1) apprentice for each five (5) jour

workers. Apprentices shall work under the supervision of competent and qualified journey workers on the job. Instruction in safety and safe work practices will be f

of the job instructions in addition to that included in related instruction and in special off job courses. b) Apprentices shall be paid the following percentages of the journey workers laborers' basic hour rate as outlined in Article III

Hours Percentage of journeymen's rate

1-999	60%
1000-1999	70%
2000-2999	80%
3000-4000	90%
4001 and after	100%

The above rates may be adjusted for individual apprentices making accelerated progress. Such adjusted provisions may only be made by Committee action. c) Apprentices shall receive the full benefit pac

ARTICLE XI B

NEW ENGLAND LABORERS' LABOR-MANAGEMENT

COOPERATION TRUST FUND

Section 1. Each employer agrees to pay fifteen (

Cents per hour worked by each employee covered by the t of this Agreement to a fund known as the "New England



on or before sixty (60) days prior to May 31 of any year thereafter notice is given by either party that it desires to change, modify or terminate this Agreement.

RHODE ISLAND CHAPTER,  
ASSOCIATED GENERAL  
CONTRACTORS OF AMERICA, INC.  
LABOR RELATIONS DIVISION

RHODE ISLAND LABORERS' DISTRICT  
COUNCIL of the Laborers'  
International Union of North  
America, AFL-CIO, on behalf of  
Local Union 271

DAVID RAMPONE  
Chairman

MICHAEL F. SABITONI  
Business Manager

CONSTRUCTION & GENERAL LABORERS'  
LOCAL UNION 271

MICHAEL F. SABITONI  
Business Manager

Execution Date  
4/30/13

Witness

APPENDIX "A"  
INCORPORATED BY REFERENCE

Craft Jurisdictional claims of the Laborers' International Union of North America defines the work forth, and shall be assigned and performed by members bargaining unit:

TENDERS: Tending masons, plasterers, carpenter other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used mechanics of other crafts, whether such preparation is hand or any other process. After the material has been prepared, tending shall include the supplying and carrying of said material and other materials to such mechanic whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork when used at levels not in excess of nine feet.

Unloading, handling and distributing of all materials, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other process.

Cleaning and clearing of all debris, including brushing of windows, scraping of floors, removal of structural material from all fixtures within confines of structure and cleaning of all debris in building and construction area. The general cleanup, including sweeping, clearing washdown and wiping of construction facility, equipment furnishings and removal and loading or burning of all including crates, boxes, packaging waste material. Power washing or cleaning of walls, partitions, ceiling windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, mopping, washing, and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

SCAFFOLDS Erection, planking and removal of all



discretion. Such examinations may be implemented by the trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds. In the event that the Funds or their representative shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

Section 6. Benefits - The Funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust and this Agreement.

Section 7. New Federal Health Insurance Law - In the event that a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article XXVI at the request of either party; provided that the Arbitrator shall not be permitted to increase the cost to the Employer.

## **ARTICLE XII**

### **Apprenticeship and Training**

Section 1. Employer contributions shall be used exclusively for the training and education of apprentices and journeymen skills upgrading and for the administrative costs of the Joint Apprenticeship Committee.

Section 2. Each Employer shall employ a ratio of one (1) apprentice to five (5) journeymen carpenters on the job or within its employ when indentured apprentices are available and assigned to the Employer by the Local Union. No Employer shall layoff an apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the Local Union. Each Employer must have at least one (1) apprentice per company.

Section 3. Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentice carpenters as applicable under this Agreement. OSHA – 10 certification cards are mandatory for all employees.

Section 4. The basic hourly rate for Carpenter Apprentices shall be the percentages listed in the following schedule to be applied to the Journeyman Carpenter basic wage rate:

- First six month period at 50%
- Second six month period at 60%
- Third six month period at 70%
- Fourth six month period at 75%
- Fifth six month period at 80%
- Sixth six month period at 80%
- Seventh six month period at 90%
- Eight six month period at 90%

All advancements must be verified by the JATC in writing.

All third and fourth year apprentices will receive journeyman receipts. All first and second year apprentices will receive an annuity in addition to the health, apprenticeship, IAF, CLMP, and national funds.

Section 5. The Apprenticeship Fund shall annually submit to the Associations and Union, a list of indentured apprentices with the proposed completion date for each apprentice.

Section 6. Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for retraining. Said employee shall be granted advanced standing in the Apprenticeship Program on the basis of his or her demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which he or she is assigned.

Section 7. Laid off apprentices and journeymen shall be eligible for unemployment insurance in accordance with R.I. State and Federal law.

### **ARTICLE XIII**

#### **The New England Carpenters Labor Management Program**

Section 1. Purpose – The New England Carpenters Labor Management Program was established by an appropriate Agreement and Declaration of Trust, pursuant to Section 302 (c) of the National Labor Relations Act, as amended. The purpose of the Program (Fund) is to provide labor management assistance and service to any participant employer or labor organization; promote the general welfare of employers and their employees in the construction industry; seek and improve harmonious relationships between labor and management in the construction industry; demonstrate that labor and management can effectively cooperate to establish an appropriate environment conducive to producing cost efficient construction projects; establish and maintain an appropriate educational program to further educate the members of the labor organizations in methods and means to obtain the goals established by the Program (Fund); and engage in problem-solving efforts in the mutual interests of labor and management in the construction industry.

Section 2. Trustees – This Fund shall be administered by an equal number of trustees appointed by and representing the Union and the Associations – Associated General Contractors of Massachusetts; Building Trades Employers' Association of Boston and Eastern Massachusetts; Construction Industries of Massachusetts, Labor Relations Division; Associated General Contractors of Rhode Island – Labor Division; Construction Industries of Rhode Island; Building Trades Employers' Labor Policy Division of the Construction Industry Association of Western Massachusetts, Inc.; AGC/CCIA Building Contractors Labor Division of Connecticut, Inc.; Northeast Flooring Contractors Association Inc.; and The Foundation and Marine Contractors Association of New England.

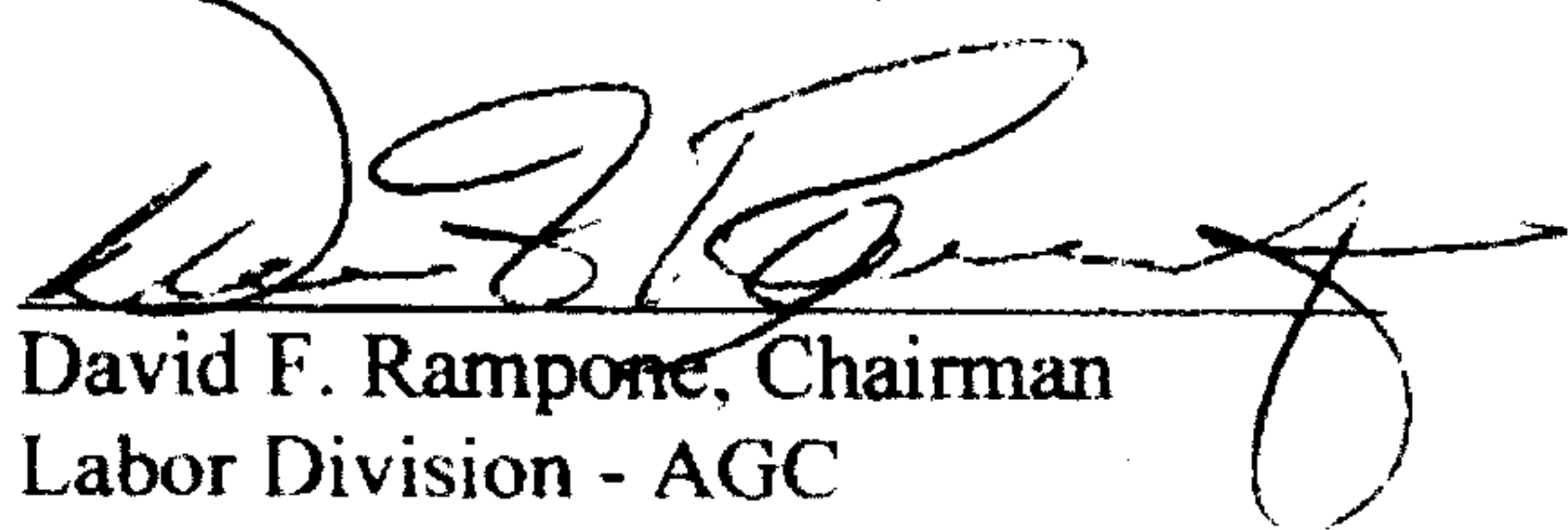
Section 3. If on a particular project an Employer is not required to make contributions to the New England Carpenters Labor Management Program and if the Employer decides not to make contributions in the amount set forth in this Agreement to the Carpenters Labor Management Program, the Employer shall be required to make contributions in that amount as an additional payment to the RI Carpenters Apprenticeship Fund.



**ARTICLE XXXI**  
**Expiration Provision**

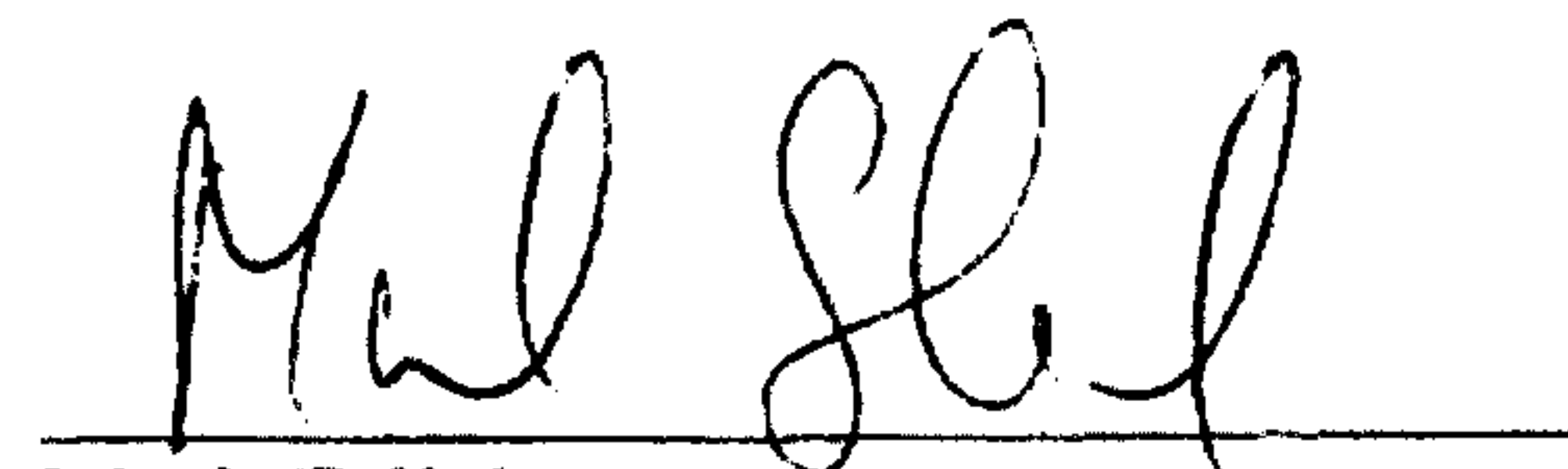
This agreement will expire on June 2, 2013 except that if neither party to this Agreement gives notice in writing to the other party between February 4, 2013 and April 5, 2013 that it desires a change after June 2, 2013 then this Agreement will continue in effect until June 1, 2014 and so on each year thereafter unless on or before June 1<sup>st</sup> of each year thereafter a notice is given by either party.

**LABOR RELATIONS DIVISION OF THE  
ASSOCIATED GENERAL CONTRACTORS  
OF RHODE ISLAND, INC.**

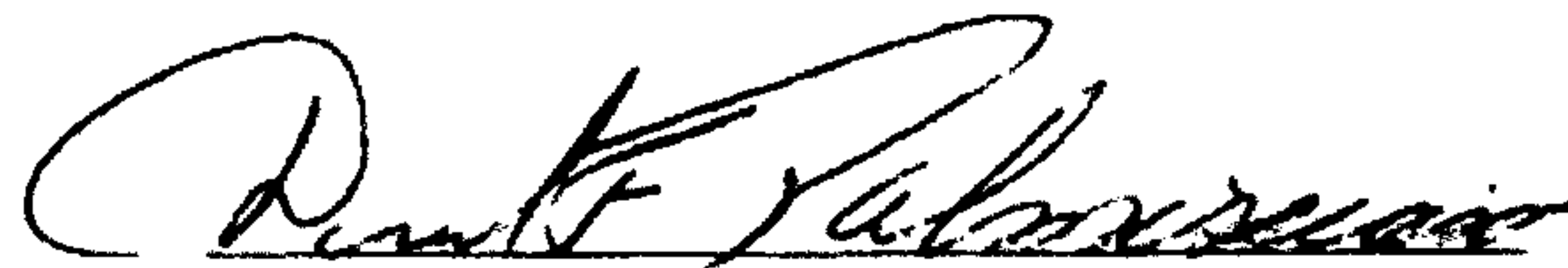


David F. Rampone, Chairman  
Labor Division - AGC

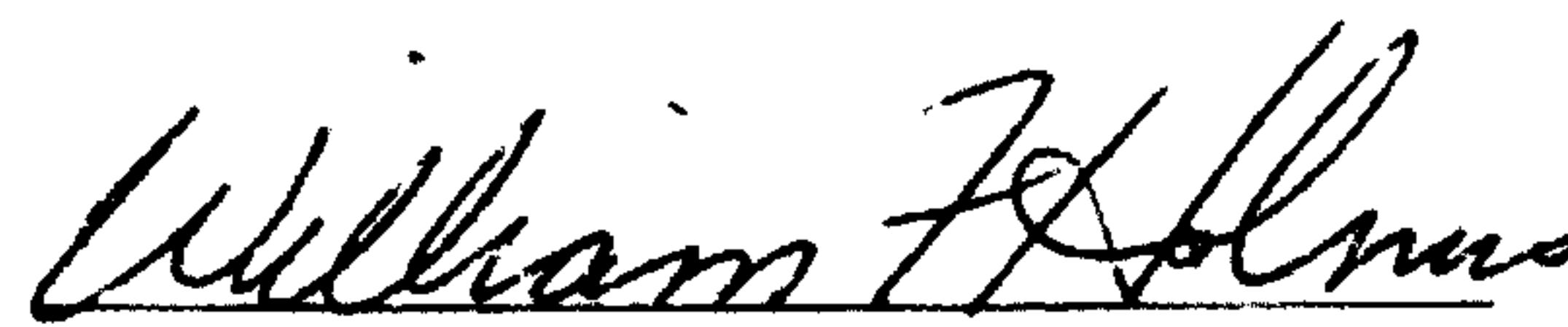
**NEW ENGLAND REGIONAL COUNCIL  
OF CARPENTERS**




Mark Erlich  
Executive Secretary/Treasurer




David F. Palmisciano  
District Business Manager



William F. Holmes  
Business Manager, RI



W. Paul Lander  
Business Representative



Thomas Savoie  
Business Representative





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

**Department of Labor and Training**

Center General Complex

1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY:

Via RI Relay 711

Lincoln D. Chafee  
Governor

Charles J. Fogarty  
Director

**STATE CONTRACT ADDENDUM**

**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**

**PREVAILING WAGE REQUIREMENTS  
(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

**All Prevailing Wage Contractors and Subcontractors are required to:**

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

*TTY via RI Relay 711*



Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via Rf Relay 711





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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1511 Pontiac Avenue  
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TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor

Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: \_\_\_\_\_

Title: \_\_\_\_\_

President

Subscribed and sworn before me this 10TH day of JUNE, 2014

Notary Public

My commission expires: 8/27/2017

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TTY via RI Relay 711*



# AIA Document A305<sup>TM</sup> - 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:** Department of Administration  
Division of Purchases

**ADDRESS:** One Capitol Hill  
Providence, RI 02908

**SUBMITTED BY:** Edward W. Burman, Jr.

**NAME:** E. W. BURMAN, INC.

**ADDRESS:** 33 Vermont Avenue, Warwick, RI 02888

**PRINCIPAL OFFICE:**

- ☒ Corporation  
☐ Partnership  
☐ Individual  
☐ Joint Venture  
☐ Other

**NAME OF PROJECT:** Regan Building  
Renovations to Floors 4, 5 and 6 and Heating System Upgrades

**TYPE OF WORK** (file separate form for each Classification of Work):

- ☒ General Construction  
☐ H  
☐ Electrical  
☐ Plumbing  
☐ Other (please specify)

### § 1. ORGANIZATION

**§ 1.1** How many years has your organization been in business as a Contractor?  
Fifty Years

**§ 1.2** How many years has your organization been in business under its present business name? Fifty

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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§ 1.2.1 Under what other or former names has your organization operated?

None

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: **September 1964**

§ 1.3.2 State of incorporation: **RI**

§ 1.3.3 President's name: **Edward W. Burman, Jr.**

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name: **Thomas M. Burman**

§ 1.3.6 Treasurer's name: **Paul F. Burman**

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## § 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

**RI Contractor's License Number 18834**  
**MA Contractor's License Number C0015992**

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

**Rhode Island**  
**Massachusetts**  
**Connecticut**

## § 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

**Concrete, Rough Carpentry and Finish Carpentry**

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No



§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attached

§ 3.4.1 State total worth of work in progress and under contract:

\$18,000,000.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$30,000,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### § 4. REFERENCES

##### § 4.1 Trade References:

Phalanx Engineering Inc.  
110A Byfield Street  
Warwick, RI 02888  
Attn: Michael Drummond  
941-9900

Kamco Supply Corporation  
37 Armflex Drive  
Cranston, RI 02921  
Attention: Mark Misto  
463-9100

Izzo Electric & Son, Inc.  
22 Minnesota Avenue  
Warwick, RI 02888  
Attention: Joseph Izzo  
921-4996

Ruggieri Flooring Inc.  
1191 Pontiac Avenue  
Cranston, RI 02920  
Attention: Ralph Ruggieri  
463-5266



§ 4.2 Bank References:

**James M. Hagerty**  
**Executive Vice President and Chief Lending Officer**  
**Washington Trust Bank**  
**23 Broad Street**  
**Westerly, RI 02891**

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

**Travelers Casualty and Surety Company of America**  
**300 Crown Colony Drive**  
**Quincy, MA 02169**

§ 4.3.2 Name and address of agent:

**Cormack-Routhier Agency, Inc.**  
**One Harry Street**  
**Cranston, RI 02907**  
**Attn: Phyllis A. Nigris**

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

**Being a closely held corporation the financial statement of the firm is privileged information. Prior to execution of a contract we would make this information available for review if required.**

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

**John W. Clegg**  
**1130 Ten Rod Road - Suite F-201**  
**North Kingstown, RI 02852**  
**294-9555**

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

## § 6. SIGNATURE

§ 6.1 Dated this 10<sup>th</sup> day of June 2014

Name of Organization: **E. W. BURMAN, INC.**

By: \_\_\_\_\_

**Edward W. Burman, Jr.**

Title: President

## § 6.2

Mr. **Edward W. Burman, Jr.** being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 10<sup>th</sup> day of June 2014

Notary Public: \_\_\_\_\_

**Ann M. Saccoccia**  
**Ann M. Saccoccia**

My Commission Expires: **July 14, 2017**

<u>Project &amp; Owner</u>	<u>Contract Amount</u>	<u>Architect</u>	<u>% Complete</u>
<b>Butler Hospital</b> New PAS and Inpatient Building Providence, RI 02908	\$10,638,000.	By Owner	99%
<b>Rhode Island Blood Center</b> New Lab Building – Phase 2 Providence, RI	\$ 5,900,400.	Vision 3 225 Chapman Street Providence, RI 02905	99%
<b>Biltmore Hotel</b> Renovations Providence, RI	\$5,000,000.	Parker Torres Design 144 North Road – Suite 3400 Sudbury, MA 01776	90%
<b>Majestic North/South</b> Quaker Lane West Warwick, RI	\$1,000,000.	Vision 3 225 Chapman Street Providence, RI 02905	15%
<b>Swan Point Cemetery</b> Crematory Renovations/Additions Providence, RI	\$3,097,391.	Haynes de/Boer Associates One Park Row Providence, RI 02903	70%
<b>Kent Hospital</b> Short Stay Unit Warwick, RI	\$2,584,000.	Steffian Bradley Architects 88 Black Falcon Avenue East Lobby, Suite 353 Boston, MA 02210	50%
<b>URI Fire Code Upgrades – Group 1</b> Fire Code Upgrades Kingston, RI	\$491,140.	Hughes Associates 117 Metro Center Boulevard Suite 1002 Warwick, RI 02886	90%
<b>South County Hospital</b> Ortho Outpatient Wakefield, RI	\$182,000.	C W Design Group 57 Bedford Street Suite 207 Lexington, MA 02420	60%
<b>Swan Point Cemetery</b> Reception Hall Providence, RI	\$2,357,100.	Haynes de/Boer Associates One Park Row Providence, RI 02903	30%
<b>The Miriam Hospital</b> Boiler #3 Replacement Providence, RI	\$1,420,157.	By Owner	10%
<b>Swan Point Cemetery</b> Columbarium Providence, RI	\$884,110.	Haynes de/Boer Associates One Park Row Providence, RI 02903	1%



<u>Project &amp; Owner</u>	<u>Contract Amount</u>	<u>Architect</u>	<u>% Complete</u>
<b>AIM Solder Rhode Island</b> 25 Kenney Drive Cranston, RI	1,000,000.	Vision 3 Architects 225 Chapman Street Providence, RI 02905	1%
<b>Swan Point Cemetery</b> Site Lighting Providence, RI	\$222,000.	Haynes de/Boer Associates One Park Row Providence, RI 02903	1%
<b>South County Hospital</b> Central Sterile Renovations Wakefield, RI	\$188,000.	C W Design Group 57 Bedford Street – Suite 207 Lexington, MA 02420	20%
<b>Kent Hospital</b> Microbiology Suite Warwick, RI	\$83,700.	By Owner	30%
<b>RI Historical Society</b> Phase II – Improvements Providence, RI	\$786,300.	Haynes de/Boer Associates One Park Row Providence, RI 02903	1%
<b>Biltmore Hotel</b> Fitness Center Providence, RI	\$61,500.	By Owner	1%
<b>Butler Hospital</b> Remediation Providence, RI	\$216,800.	By Owner	1%
<b>CVS Caremark</b> 3 <sup>rd</sup> Buss Upgrades – Phase 2 Woonsocket, RI	\$5,048,000.	Bruns Pak Co. 999 New Durham Road Edison, NJ 08817	1%
<b>South County Hospital</b> Misc. Renovations Wakefield, RI	\$57,100.	C W Design Group 57 Bedford Street – Suite 207 Lexington, MA 02420	1%
<b>Bell Street Chapel</b> Phase II Renovations Providence, RI	\$70,500.	Haynes/deBoer Associates One Park Row Providence, RI	1%
<b>Town of West Warwick</b> Station 1 Apparatus Floor West Warwick, RI	\$97,500.	By Owner	

<u>PROJECT</u>	<u>CONTRACT AMOUNT</u>	<u>ARCHITECT</u>
URI Foundation Basement Renovations Kingston, RI	\$227,467.00	Brewster Thornton Group
Girls Scouts of RI New Headquarters Facility Warwick, RI	\$2,000,000.	William Kite Architects
Rhode Island Judiciary Computer Room Modifications Providence, RI	\$316,700.	Edward Rowse Architects
Kent Hospital Walk in Freezers Replacement Warwick, RI	\$280,500.	By Owner
Warwick Public School Wyman Elementary School Warwick, RI	\$186,800.	Saccoccio + Associates
Warwick Public School Toll Gate High School Warwick, RI	\$450,300.	Saccoccio + Associates
Warwick Public School Veterans Memorial School Warwick, RI	\$587,100.	Saccoccio + Associates
Rhode Island Philharmonic and Music School East Providence, RI	133,000.	By Owner
University of Rhode Island Carothers Library Kingston, RI	\$1,632,000.	Brewster Thornton Group, LLC
CVS Caremark Administrative Area Cumberland, RI	\$864,000.	Keough Construction Management
CVS Caremark Research and Innovation Lab Cumberland, RI	\$500,000.	Keough Construction Management
Rhode Island School of Design Dunnell House Providence, RI	\$217,000.	Haynes/deBoer Associates
University of Rhode Island Heathman Hall Kingston, RI	\$353,587.	Tecton Architects

<u>PROJECT</u>	<u>CONTRACT AMOUNT</u>	<u>ARCHITECT</u>
Women + Infants Hospital Flood Damage – Various Locations Providence, RI	\$217,000.	By Owner
RI Turnpike and Bridge Authority Administration Building Jamestown, RI	\$3,425,678.	Burgin Lambert Architects
RI Turnpike and Bridge Authority Maintenance Building Jamestown, RI	\$607,347.	Burgin Lambert Architects
University of Rhode Island Chafee Hall Fire Protection Upgrades Kingston, RI	\$3,164,500.	Hughes Associates, Inc.
East Greenwich Public Schools Science Lab East Greenwich, RI	\$1,800,000.	Symmés, Maini, McKee
Falvey Cargo New Office Building North Kingstown, RI	\$4,600,000. (CM)	Vision 3 Architects
Verizon Corporate 1 <sup>st</sup> Floor Fiber Services Center Greene and Washington Streets Providence, RI	\$2,349,000.	Williams F. Collins
Historic Hotel Partners Red Door Spa Providence, RI	\$2,400,000.	The Phillips Group
RI Convention Center Ballroom Renovations Providence, RI	\$1,000,000.	Morris Nathanson Design
Hilton Garden Inn New Hotel Warwick, RI	\$10,000,000.	NBJ Architecture
Hotel Providence Providence, RI	\$8,700,000.	The Newport Collaborative
Kingston Hill Academy New Elementary School Wakefield, RI	\$1,200,000.	Ekman + Arp
Buttonhole Golf Course New Maintenance Building Johnston, RI	\$ 500,000. (CM)	David A. Presbrey



<u>PROJECT</u>	<u>CONTRACT AMOUNT</u>	<u>ARCHITECT</u>
Eddy Street Partnership New Office Building Providence, RI	\$1,400,000.	Ekman + Arp
L'Epicureo Ristorante Providence, RI	\$ 700,000.	DiLeonardo Interiors
Fleet Bank 1, 23 and 24 <sup>th</sup> Floor Renovations Providence, RI	\$1,500,000.	Bisbano + Associates
Brown University T F Green Hall Providence, RI	\$1,370,000.	Margulies + Associates
Citizens Bank Cafeteria East Providence, RI	\$1,200,000.	Robinson, Green, Beretta Corp.
NBC-DOT Maintenance Facility Warwick, RI	\$6,900,000.	David A. Presbrey
Washington Trust Bank New Branch Warwick, RI	\$2,114,000. (CM)	Willey Brothers, Inc.
Washington Trust Bank Renovations Narragansett, RI	\$1,200,000.	By Owner
Rhode Island Country Club Interior Renovations and Additions Barrington, RI	\$2,100,000.	Architectural Resources
Brown University President's House Renovations Providence, RI	\$2,500,000. (CM)	Lerner/Ladds Architects
Lincoln Park Lincoln, RI	\$2,264,000.	The Maguire Group
Swan Point Cemetery Office Building Providence, RI	\$2,600,000. (CM)	Haynes/deboer Associates
Dean Cooperate Bank Additions and Alterations Franklin, MA	\$2,200,000.	Oscar Padjen

<u>PROJECT</u>	<u>CONTRACT AMOUNT</u>	<u>ARCHITECT</u>
Weatherwane Seafood Restaurant New Restaurant Warwick, RI	\$1,279,000.	Mitchell C. Smith
Ted Hood Company Building #8 Providence, RI	\$ 654,000. (CM)	Pare Engineering Corporation
Brown University Corliss Bracket House Providence, RI	\$2,200,000. (CM)	Durkee Brown Viveiros + Werenfels
Girl Scouts of RI Camp Hoffman South Kingstown, RI	\$2,200,000.	The Newport Collaborative
Inskip Auto Center New Showroom Renovations Warwick, RI	\$5,800,000.	Walter J. Cass, Jr.
University Gastroenterology New Medical Building Providence, RI	\$3,900,000.	Raymond J. Fox
Hertz Corporation New Service Facility Warwick, RI	\$2,369,000.	Keyes Associates
The Slater Company Warehouse Pawtucket, RI	\$2,000,000.	Robert Jones + Associates
Woonsocket Head Start Day Care Facility Renovations Woonsocket, RI	\$1,300,000. (CM)	Aharonian + Associates
Brown/RISD Hillel Renovations and Addition Providence, RI	\$5,300,000. (CM)	Haynes/deboer Associates
Vendanta Society Renovations Providence, RI	\$1,500,000.	Raj Sakensa
John Nicholas Brown Center Restoration Providence, RI	\$7,500,000.	Haynes/deBoer Associates
Rhode Island School of Design Pendleton House Providence, RI	\$3,500,000.	James Barnes Architects

<u>PROJECT</u>	<u>CONTRACT AMOUNT</u>	<u>ARCHITECT</u>
Milford-Whitinsville Regional Hospital Second Floor Maternity Milford, MA	\$2,000,000. (CM)	The Ritchie Organization
Bank Boston 7 <sup>th</sup> Floor Renovations Providence, RI	\$1,000,000. (CM)	Bisbano + Associates
Mount St. Charles Academy New Gymnasium Classrooms Woonsocket, RI	\$4,200,000.	Arris Design, Inc.
Audubon Society of Rhode Island New Environmental Center Bristol, RI	\$1,700,000.	Durkee Brown Vivieros + Werenfels
Westerly Train Station Historic Renovation Westerly, RI	\$1,200,000.	William D. Warner
LaSalette Shrine New Chapel Attleboro, MA	\$1,900,000. (CM)	Brown + Smith, AIA
The University Club Renovations Providence, RI	\$1,000,000.	William Kite Architects
Kent County Memorial Hospital Addition and Alterations Warwick, RI	\$4,200,000.	Donald J. Prout Associates
Gallagher Middle School Addition and Renovations West Greenwich, RI	\$2,933,400.	Robinson Green Beretta Corp.
Milford Whitinsville Regional Hospital Fifth Floor Renovations Milford, MA	\$1,150,000.	The Ritchie Organization
Agawam Hunt Club Renovations to Clubhouse East Providence, RI	\$2,500,000. (CM)	William Kite Architects
Bank Boston Plaza Renovations Providence, RI	\$2,500,000.	Bruce Bisbano + Associates
Union Fire District New Administrative Building South Kingstown, RI	\$1,150,000.	Luis Torrado



<u>PROJECT</u>	<u>CONTRACT AMOUNT</u>	<u>ARCHITECT</u>
Radiation Oncology Associates Linear Accelerator Providence, RI	\$ 699,000.	Presbrey/Torrado Architects
Moses Brown School East Middle House Renovations Providence, RI	\$2,900,000.	Robert W. Jones + Associates
Woonsocket High School Addition and Renovations Woonsocket, RI	\$1,600,000.	Robinson Green Beretta Corp.
Old Kent County Courthouse Restoration and Addition East Greenwich, RI	\$ 699,000.	Presbrey/Torrado Architects
Milford Whitinsville Regional Hospital Hill Health Center Addition Milford, MA	\$4,000,000.	Donald J. Prout
GTECH Corporation Executive Office Renovations West Greenwich, RI	\$ 586,000.	Ekman + Arp
John J. Hudson, Inc. New Office Building Providence, RI	\$1,785,000.	Ekman + Arp
A.T.Wall Company Addition and Alterations Warwick, RI	\$ 400,000.	Donald J. Prout
Women + Infants Hospital Addition and Alterations Providence, RI	\$5,000,000.	Donald J. Prout
Adelphia Communication Room Renovation Providence, RI	\$ 654,000. (CM)	Pare Engineering Corp.
Bank Boston Exterior Plaza Providence, RI	\$2,112,000. (CM)	Jung/Brannen
DHL Distribution Facility Providence, RI	\$ 935,000.	Bisbano + Associates

State of Rhode Island  
**PAYER'S REQUEST FOR TAXPAYER  
 IDENTIFICATION NUMBER AND CERTIFICATION**

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

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**NAME**

E. W. BURMAN, INC.

**ADDRESS**

33 Vermont Avenue

**(REMITTANCE ADDRESS, IF DIFFERENT)**

Warwick RI 02888

**CITY, STATE AND ZIP CODE****CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and  
 (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE****SIGNATURE****TITLE**

President

**DATE**6-10-14 *inf*  
~~6-10-14~~**TEL NO.**

(401) 738-5400

**BUSINESS DESIGNATION:**Please Check One: Individual ☐Medical Services Corporation ☐Government/Nonprofit Corporation ☐Partnership ☐Corporation ☒Trust/Estate ☐Legal Services Corporation ☐**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.  
 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

# THE AMERICAN INSTITUTE OF ARCHITECTS



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## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we E. W. Burman, Inc.  
33 Vermont Avenue, Warwick, Rhode Island 02888

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
350 Granite Street, Suite 1201, Braintree, MA 02184-3905

a corporation duly organized under the laws of the State of CT  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
State of Rhode Island and Providence Plantations, Division of Purchases, Providence, RI 02908

as Oblige, hereinafter called the Oblige, in the sum of Five Percent (5%) of the amount  
of the accompanying bid \_\_\_\_\_ Dollars (\$ 5 % of Bid \_\_\_\_\_),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for Solicitation #7548703  
Regan Building Renovations to 4th, 5th and 6th Floor and Heating System Repairs

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 3rd day of June 20 14

E. W. Burman, Inc. (Principal) (Seal)  
Ann M. Saccoccia (Witness)

Ann M. Saccoccia (Witness)  
Phyllis A. Nigris (Surety) (Seal)  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Phyllis A. Nigris (Title) Attorney-in-Fact





# POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223141

Certificate No. 005581281

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

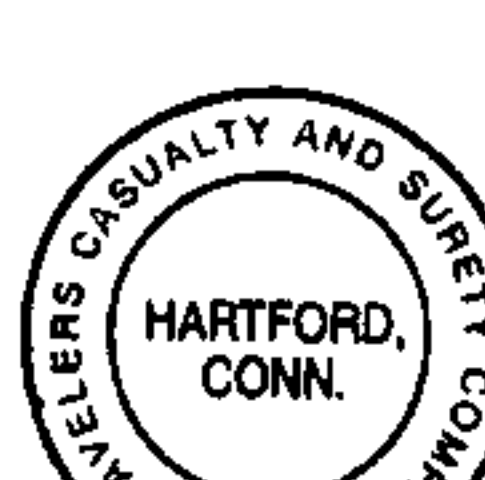
Michael E. Bromage, James J. Bromage, and Phyllis A. Nigris

of the City of Cranston, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2013.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

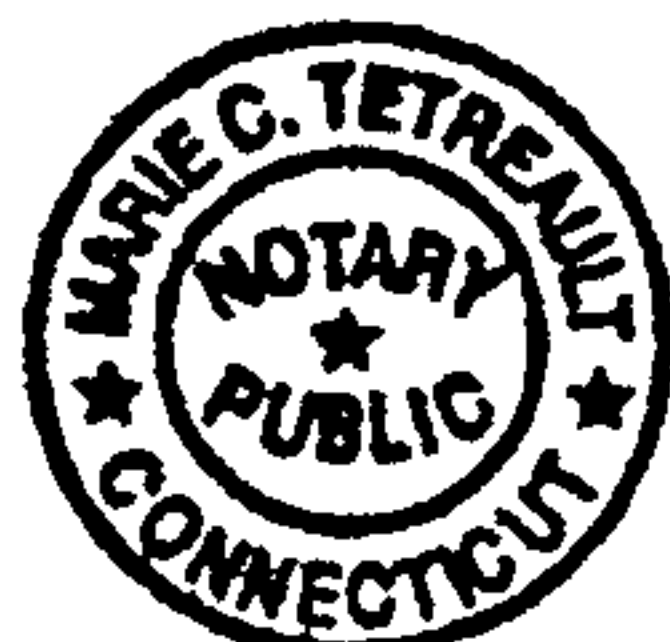


State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 31st day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of June, 20 14.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.